



Request for Proposal

Health Insurance Consulting Services for Health Plan RFP

Human Resources Department

Health Benefits Office

September 23, 2013

City of Boston, Massachusetts

Boston City Hall

One City Hall Square

Boston, MA 02201

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I. Public Notice of Procurement

The City of Boston ("the City"), acting by and through its Chief Financial Officer ("the Official"), hereby requests sealed proposals from interested and qualified parties ("Offerors") to provide Health Insurance Consulting Services for a Health Plan RFP.

All proposals shall be submitted in strict conformance with the Request for Proposal ("RFP"), which may be obtained from the City of Boston Health Benefits Office, Boston City Hall, Room 807, Boston, Massachusetts 02201 or by emailing Kathleen.Green@cityofboston.gov on or after 9:00 a.m., Eastern Standard Time ("EST"), on Monday, September 23, 2013 and will remain available until the date and time of the opening of proposals, Wednesday, October 9, 2013 at 12:00 p.m. EST. ***The Official shall reject late proposals.*** Proposals are being solicited to assist the Health Benefits Office in comparing the various Offerors who could potentially provide the requested services to the City.

The RFP contains both price and technical evaluation criteria. Price and technical proposals shall be submitted separately in sealed, clearly labeled envelopes.

Deliver or mail the original and three (3) copies of the proposal on or before 12:00 p.m. EST on Wednesday, October 9, 2013 to:

Kathleen Green
Director of Health Benefits
Boston City Hall
Health Benefits Office, Room 807
Boston, Massachusetts 02201

The Official shall not open the proposals publicly, but shall open the technical proposals in the presence of one or more witnesses within twenty-four (24) hours of the above deadline for submission of proposals. The Official may open price proposals later and in any case shall open the price proposals to avoid disclosure to the individuals evaluating the technical proposals.

Failure to submit separate sealed price and technical proposals shall result in disqualification of the entire proposal.

The initial term of the contract shall not exceed two (2) years.

Submission of the proposal indicates acceptance by the Offeror of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Boston and the Offeror selected.

The City of Boston reserves the right, where it may serve the City's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions. At the discretion of the City of Boston, Offerors submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to reject any and all proposals, or any part or parts thereof, and to award a contract as the Official deems to be in the best interests of the City. This contract shall be subject to the availability of an appropriation therefore, if sufficient funds are not appropriated for the contract in any fiscal year, the Official shall cancel the contract. The maximum time for acceptance of a proposal and the issuance of a written notification of award shall be sixty (60) days. The award of this contract shall be subject to the approval of the Mayor of Boston.

II. General Notice to Offerors

The following is a list of key dates up to and including the date proposals are required to be submitted:

Requests for proposals issued	September 23, 2013
Due Date for proposals	Wednesday, October 9, 2013 12:00 Noon EST
Selected Offeror notified	Friday October 25, 2013

Offerors should send the complete and separate Technical and Price Proposals to the following address:

Kathleen Green
Director of Health Benefits
Boston City Hall
Health Benefits Office – Room 807
Boston, Massachusetts 02201

Failure to submit separate sealed price and technical proposals shall result in disqualification of the entire proposal.

E-mail documents of the Technical and Price proposals will be rejected.

Offerors are advised to do a thorough review of the RFP. All questions as to the interpretation of the RFP must be submitted in writing to:

Kathleen Green
Director of Health Benefits
Boston City Hall – Room 807
Boston, Massachusetts 02201
Kathleen.Green@cityofboston.gov

The City will not respond to oral questions regarding this RFP. Only written questions submitted by Tuesday, October 1, 2013, at 12:00 noon EST will be accepted. Written answers to questions shall be sent to each Offeror on Thursday, October 3, 2013. The City shall not respond to any communications which are not submitted to the e-mail address listed above and that are not submitted by the date specified.

If issued, any supplemental instructions, amendments or changes to the RFP shall be in the form of written Addenda, and shall be sent via e-mail to each person of record as having received the RFP, at the e-mail address provided. Such Addenda, if any, will be submitted no later than Tuesday, October 1, 2013.

The term of this contract will be for a twenty-four month period commencing on November 1, 2013, with the intent to provide Health Insurance Consulting Services for a Health Plan RFP with a completion date of October 31, 2015. The City will have the option to adjust the completion date if needed.

The City of Boston Health Benefits Office will select an Offeror based upon the recommendation of the evaluation committee selected by the Official.

Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between City of Boston and the Offeror selected.

The City expects to have an executed contract within sixty (60) days of the selection of the Offeror.

II.2. Contract Terms and Conditions

Basis for Acceptance/Conflict of Interest

Any proposal made will be accepted only on the basis that the Offeror, by filing its proposal, represents that it is made in good faith without fraud, collusion or connection of any kind with any other Offeror for the same work; that the Offeror is competing solely in its own behalf without connection with, or obligation to, any undisclosed person, firm or corporation; that no other person, firm or corporation has any interest in the contract; that no office, agent or employee of the City/County is financially interested in the contract; that the Offeror is fully informed in regard to all provisions of the contract documents, including, without limitation, the specifications and drawings, if any; the time for performance and the provisions with respect to liquidated damages, bonds and insurance, if any.

Use and Protection of Personal and Confidential Information

It is understood that, in the performance of its services to the City, the Contractor will have access to and/or receive from the City/Plan certain “protected health information” (“PHI”) and “electronic protected health information” (“EPHI”). Regarding this information, the Contractor will comply with its respective obligations under the Health Insurance Portability and Accountability Act of 1996 and the requirements of the Health Information Technology for Economic and Clinical Health Act (“the HITECH Act”) and the regulations promulgated pursuant to those acts codified at 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and E (hereafter termed the “Privacy Rule”) and 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and C (hereafter termed the “Security Rule”) as well as any final regulations promulgated under the HITECH Act, as well as any applicable state privacy or security laws (including M.G.L. c. 93H and the regulations promulgated pursuant thereto and codified at 201 CMR 17:00).

Without limiting the Contractor’s indemnification of the City, the Contractor will provide and maintain, at its own expense during the term of this Agreement, the following insurance program covering its operation hereunder. Such insurance will include a certificate of “errors and omissions” liability insurance with a minimum of \$1 million/\$1 million with the City of Boston as additional insured.

III. Description of the Government

Principal Contact

The Offeror will report to the Director of Health Benefits. The Offeror will become part of an established working group that consists of City staff from the Health Benefits and Budget Offices and existing health insurance consultants.

Background Information

The City of Boston was incorporated as a town in 1630 and as a city in 1822. The Mayor is the chief executive officer of the City. Thomas M. Menino, the Mayor of Boston, was elected in November 2009 to serve a four year term which will end in January 2014. In his capacity as the City's chief executive officer, the Mayor has general supervision of and control over the City's boards, commissions, officers and departments.

The legislative body of the City is the City Council, which consists of thirteen members serving two-year terms, of which four are elected at large and nine are elected from geographic districts. The City Council may enact ordinances and adopt orders which the Mayor may either approve or veto. Ordinances and orders, except for orders for the borrowing or appropriation of money, may be enacted by the City Council over the Mayor's veto by a two-thirds vote. The City Council may reject or reduce a budget submitted to it by the Mayor, but may not increase it.

The City of Boston administers a variety of municipal services, including but not limited to, a public library system, a public school system, a police department and a fire department.

The issuer of this Request for Proposals is the Health Benefits and Insurance Office, of the City of Boston Human Resources Department. The Office is responsible for the provision of health insurance benefits for over 55,000 lives, including over 29,000 subscribers, including City of Boston employees and retirees as well as two outside agencies: the Boston Public Health Commission and the Boston Water & Sewer Commission. The Office also negotiates contracts for the provision of life insurance and dental benefits for City subscribers (outside agencies are not included in these benefits.).

Data systems currently used include Peoplesoft, for managing premium payments and master enrollment tracking for City employees, and individual databases and systems available through each health plan.

Recent changes and projects

In April 2011, the City adopted Massachusetts General Law Chapter 32B, Section 19 and therefore negotiates changes in health insurance and other related benefits with the Union leaders and delegates through a Public Employee Committee (PEC). Along with the adoption of Sec. 19, the plan design and premium contribution changes listed below were part of that agreement. The change in co-payments in July 2012 caused the City of Boston to lose grandfather status under the Affordable Care Act. The current PEC Agreement expires on June 30, 2015.

Since the adoption of the PEC Agreement, the City, PEC Members and City and PEC Consultants have continued to meet on a monthly basis. During the past two and half years, the City and PEC along with their consultants have developed a very positive working relationship.

In July 2011, the City adopted Massachusetts General Law Chapter 32B, Section 18A and transferred all Medicare eligible retirees, retiree spouses and surviving spouses to Medicare and a Medicare supplement plans. The City currently reimburses 50% of the cost of the Medicare Part B premium to retirees and/or dependents enrolled in a Medicare supplement plan.

Effective July 1, 2013, the Health Benefits and Insurance Division started scanning all benefit transactions including all health insurance enrollments, changes and cancelations along with all supporting documents such as loss of coverage letters, marriage/birth certificates, court orders, etc. All documents are stored in an electronic database indexed by employee ID #.

In September 2013, the City will operate in accordance with Massachusetts General Law Chapter 32B, Section 26 by conducting its first Health Insurance Dependent Eligibility Audit. The City has contracted with an outside firm to verify the eligibility of all dependents covered under the City's health plans. The documents verified through the Dependent Eligibility Audit will be uploaded to the electronic database.

The following chart summarizes the basic plan design of non-Medicare plans currently offered to active employees and non-Medicare eligible retirees:

Plan	OON Deductible	OON OOP MAX	PCP/Specialist Co-pay	ER	Rx Co-pay
Blue Choice POS	\$250/\$500	\$1000/\$2000	\$20/\$20	\$100	\$10/\$15/\$45
Blue Care Elect PPO	\$50/\$100	\$2450/\$4900	\$15/\$25	\$100	\$10/\$15/\$45
HPHC POS	\$200/\$400	\$1500/\$300	\$15/\$25	\$100	\$10/\$15/\$45
HPHC HMO	NA	NA	\$15/\$25	\$100	\$10/\$15/\$45
BMC Advantage HMO	NA	NA	\$15/\$25	\$100	\$10/\$15/\$45
NHP HMO	NA	NA	\$15/\$25	\$100	\$10/\$15/\$45

The above listed co-payments went into effect July 1, 2012. Previous to that, co-payments were generally OV- \$10, ER - \$25, RX - \$5/10/25. Out-of-network Deductibles and Out-of-network Out-of-pocket Maximums have not recently changed.

The following chart summarizes the financial breakdown of the non-Medicare health insurance plans currently offered to active employees and non-Medicare eligible retirees:

	100% FY14 Mo. Prem.	City Share	Employee Share	Enrollment Jan '13(FY14)			<i>Total FY14 Premium Cost to City</i>		
				Act	Ret	Total			
							Actives	Retirees	Total
Indemnity Non-Medicare Employee Share: 27.5%									
BCBS Blue Care Elect Ind.	\$1,080.99	\$783.75	\$297.24	188	873	1,061	\$1,768,133	\$8,210,532	\$9,978,665
BCBS Blue Care Elect Fam.	\$2,507.90	\$1,818.26	\$689.64	154	178	332	\$3,360,143	\$3,883,801	\$7,243,944
BCBS Blue Choice Ind.	\$777.28	\$563.56	\$213.72	344	185	529	\$2,326,375	\$1,251,103	\$3,577,477
BCBS Blue Choice Fam.	\$2,005.38	\$1,453.90	\$551.48	307	95	402	\$5,356,181	\$1,657,450	\$7,013,631
				993	1,331	2,324			\$27,813,717
Managed Non-Medicare Employee Share 17.5% HMO/ 22.5% POS									
HPHC POS Ind.	\$728.45	\$564.57	\$163.88	602	147	749	\$4,078,454	\$995,901	\$5,074,355
HPHC POS Fam.	\$1,959.49	\$1,518.61	\$440.88	548	89	637	\$9,986,379	\$1,621,875	\$11,608,255
HPHC BMC Advantage HMO Ind.	\$683.11	\$563.59	\$119.52	4,810	1,479	6,289	\$32,530,415	\$10,002,595	\$42,533,010
HPHC BMC Advantage HMO Fam.	\$1,837.45	\$1,515.93	\$321.52	6,660	1,081	7,741	\$121,153,126	\$19,664,644	\$140,817,770
NHP HMO Ind.	\$599.13	\$494.29	\$104.84	787	110	897	\$4,668,075	\$652,463	\$5,320,538
NHP HMO Fam.	\$1,587.70	\$1,309.86	\$277.84	891	70	961	\$14,005,023	\$1,100,282	\$15,105,306
				14,298	2,976	17,274			\$220,459,233

The above listed premium split went into effect July 1, 2012. Prior to July 1, 2011, the premium split was 85/15 for HMOs, 80/20 for HPHC POS and 75/25 for BCBS products. Effective July 1, 2011, there was an initial 1.25% increase to the employee share of all non-Medicare premiums. In July 2012, there was a second 1.25% increase to the employee share of all non-Medicare premiums.

IV. Nature of Services Required

Goal and Objectives

The City would like to issue an RFP for its non-Medicare health insurance plans in October 2014, with any changes to be effective July 1, 2015.

Plan of Services

1. Work closely with City Managers and staff, other City consultants including legal, actuarial and claims review specialists to formulate policy decisions for the City's upcoming Health Insurance RFP. This includes:
 - a. Review of the City's current plan offerings for Non-Medicare plans and overall plan design.
 - b. Advise on plan design options such as networks, tiering, deductibles, co-pays and out-of-area coverage. Points of consideration should be creating meaningful behavior changes and impact on savings.
 - c. Advise on innovative plan design and cost savings strategies that private and public employers have been implementing to reduce costs that do not just increase out-of-pocket expenses.
 - d. Participate in strategic planning meetings, attend meetings with Union Officials and present information when necessary.
 - e. Continue to foster the positive working relationship the City has with the PEC.
2. In coordination with the City Health Benefits staff, lead the competitive bidding process, including:
 - a. Draft the RFP document, working with the City's Legal Department as needed. Advise in establishing meaningful scoring criteria and supporting data requests in a workable format.
 - b. Receive and analyze proposal responses; provide all data analyses to City staff in format accessible for further review, if needed.
 - c. Provide written final analyses and present analyses to the larger working group.
 - d. Conduct and/or play a key role in interviews and final evaluation of analyses.
3. Work with the City to assist where necessary to coordinate and implement changes including but not limited to non-legal contract review.
4. The timetable for this process is:
 - a. Strategic planning and negotiations with Unions November 2013 through June 2014
 - b. Drafting RFP June 2014 through September 2014
 - c. Finalize and advertise RFP by October 2014
 - d. Review and analyze responses to RFP November 2014 through January 2015
 - e. Finalize Health Plan Contracts February through March 2015
 - f. Assist in implementation April 2015 through October 2015

V. Required Content and Format of RFP

The following material is required to be received by October 9, 2013, for a proposal to be considered:

V.1. Technical Proposal

The Technical Proposal must include the following:

- A. An original (so marked) Technical Proposal and four (4) copies in a sealed envelope clearly marked as follows:**

“HEALTH INSURANCE CONSULTANTING SERVICES FOR HEALTH PLAN RFP”

- B. Title page:** The title page showing the request for proposal’s subject; the Offeror’s name, address and telephone number of a contact person; and the date of the proposal.

- C. Table of Contents**

- D. Transmittal Letter:** A signed letter of transmittal briefly stating the Offeror’s understanding of the work to be performed, the commitment to perform the work within the time period, a Statement of Qualifications as to why the Offeror believes itself to be the best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer, good for the period of engagement.

- E. Detailed Proposal:** The detailed proposal should follow the order set forth in technical proposal Section VI below. Offerors are cautioned to ensure that all contract documents listed below have signatures affixed, where required. The Proposal should include a response to nature of services and implementation plan.

- F. Contract Documents – Attached as Appendices**

- ♦ Form CM06: Certificate of Authority (if Corporation)
- ♦ Form CM09: Contractor Certification
- ♦ Form CM10 and 11 – Standard Contract (To be retained by contractor until award has been made)
- ♦ Form CM15 A – C: CORI
- ♦ Living Wage Forms

- G. Minimum Evaluation Criteria**

Signed Minimum Evaluation Criteria Form on page 13.

V.2. Price Proposal

The Offeror shall submit a Price Proposal, following requirements in Section VII, in a separate sealed envelope marked as follows:

**“PRICE PROPOSAL FOR CITY OF BOSTON
“HEALTH INSURANCE CONSULTANTING SERVICES FOR HEALTH PLAN RFP”**

VI. Technical Proposal Details

General Requirements

The technical proposal should demonstrate the qualifications of the Offeror and of the particular staff to be assigned to this engagement. It should also adhere to the timetable and detail an implementation plan that will meet the Nature of Services Required. THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.

While additional data may be presented, the proposal should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the request for proposals.

The City has established a commitment to minority and women owned businesses through the passage of an Ordinance and the issuance of a Mayoral Executive Order. The Ordinance and the Order mandate that the Official provide maximum opportunity for minority and women owned businesses to participate in receiving government contracts.

Offeror Information

Provide the following information about the Offeror's company:

- ♦ Company Name:
- ♦ Federal Identification Number:
- ♦ Home Office Address:
- ♦ Telephone:
- ♦ Web address:
- ♦ Nearest support Office Address:
- ♦ Telephone:
- ♦ Name of Offeror contact person. This person must be capable of committing the Offeror to an agreement with the City:
- ♦ Telephone:
- ♦ E-mail address:
- ♦ Number of years company has operated under this name:
- ♦ Year company was founded:
- ♦ Brief description of the nature of the Offeror's company's business:
- ♦ Number of years company has been in present business:
- ♦ Number of years the company has provided health insurance consulting and drafting of health plan RFPs:
- ♦ Number of employees:
- ♦ Number of employees over the past three years:

If Offeror is a corporation, state the following:

- ♦ Where company was incorporated:
- ♦ The names and addresses of all officers:
- ♦ Parent Corporations:
- ♦ All Subsidiaries:

If Offeror is a partnership, the City reserves the right to require a complete list of all general and limited partners.

List all subcontractors who will be assigned to execute any work identified in the RFP. Include the following information for each subcontractor proposed:

- ♦ Company Name:
- ♦ Home Office Address:
- ♦ Telephone:
- ♦ Web address:
- ♦ Nearest support office address:
- ♦ Telephone:
- ♦ Contact:
- ♦ E-mail address:
- ♦ Nature of business:
- ♦ Role in this procurement:
- ♦ Number of years in present business:

Offeror's Performance

The Offeror shall disclose if the company ever failed to complete any work awarded in the past five (5) years.

Partner, Supervisory and Staff Qualifications and Experience

The Offeror must identify the lead personnel who would be assigned to perform this work and identify their role(s) in the project. The Offeror should also provide information on the experience of each person with health insurance consulting and drafting RFPs for group health insurance and knowledge of Massachusetts Procurement Laws that may apply to this process. The lead personnel will be evaluated under the Comparative Criteria.

The Offeror shall assign only competent personnel to perform services pursuant to this Agreement. The City retains the right to request the removal of the Contractor's personnel from the project by giving written notice to the Contractor, and the Contractor agrees to remove personnel judged by the City to be incompetent to perform services under this Agreement.

All work papers, reports, questionnaires, raw data obtained, and other written material prepared or collected by the Contractor in the course of completing the work to be performed under this contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract, without prior written consent of the Official.

References

Demonstrate the quality and relevance of the *lead personnel's* experience relative to this contract, by listing at least three (3) but up to a maximum of six (6) clients that can be used as references. At least two of these clients must be similar in size and the project similar in scope to that of the City of Boston. For each reference please provide the following:

- ♦ Client Name:
- ♦ Type of government/organization:
- ♦ Client address:
- ♦ Contact(s):
- ♦ Title(s):
- ♦ Telephone number:
- ♦ E-mail address:
- ♦ Dates of service:
- ♦ Detailed description of work performed:

Note: references are a key factor in the comparative criteria, and the information you provide informs the evaluation of the following references. Proposers are advised to read the comparative criteria carefully when choosing their references.

It is the proposer's responsibility to ensure that contacts are available. If more than three references are provided, only the first three contacts reached in a reasonable timeframe will be included. If we cannot reach three references in a timely manner, then missing references (less than three) will be rated as zero in value. Please include more than one contact per client if necessary.

Implementation Plan

Demonstrate your understanding, experience, and approach to the scope of services for the project as described in Nature of Services Required Section IV of this RFP by comprehensively describing how you would approach the individual tasks and key issues that would be considered while adhering to the timetable listed

VII. Sealed Price Proposal

The sealed price proposal should contain a project maximum dollar amount for all services relative to performing the tasks specified in the Nature of Services Required section of the RFP. Please provide a detailed listing of the number of hours expected to complete the project as well as lead personnel identifying their role, hourly rate and estimated hours on the project.

Payments will be made based on hourly billing for invoices submitted no less than once every two months. Invoices cannot include charges related to travel expenses or travel time. Payments will be made until the project maximum has been reached.

The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed price proposal. Such costs should not be included in the proposal.

The sealed price proposal sheet should include the following information:

- A. Name of Offeror; and
- B. Certification that the person signing the proposal is entitled to represent the Offeror, and is empowered to submit the proposal and authorized to sign a contract with the City of Boston; and
- C. Price Proposals

VIII. Minimum Evaluation Criteria

Overview

Minimum Evaluation Criteria reflect those standards or attributes that the Official considers essential to the satisfactory performance of the contract. The Evaluation Team will use the Minimum Evaluation Criteria to assist in identifying “responsive” proposals (those containing all required forms and information and offering all of the requested supplies or services in the RFP) and to identify Offerors who are “responsible”, i.e. who possess the capability, integrity, and reliability to perform under the contract. The City will evaluate each proposal to determine whether it meets all Minimum Evaluation Criteria.

Note: Only those proposals for which an authorized representative of the Offeror has unconditionally checked “Yes” for each of the requirements set forth in this section will be accepted for further evaluation.

Instructions

In order for a proposal to receive further consideration, an Offeror must unconditionally check “Yes” in response to each question below. The City shall reject in its entirety the proposal of any Offeror who refuses or fails to check “Yes” to each question below, or who checks “Yes” but attempts to modify, qualify or limit its affirmative response. The Offeror shall also attach to its proposal any and all information and/or documentation requested in this section of the RFP. The Offeror's authorized representative shall sign on the line provided following the last Minimum Evaluation Criterion.

Minimum Evaluation Criteria

1. Was the Offeror’s proposal delivered to the Director of Health Benefits prior to the deadline for receipt of proposals and in accordance with the instructions in the Public Notice?
☐ Yes ☐ No
2. Does the Offeror’s proposal conform to the RFP in all respects?
☐ Yes ☐ No
3. Does the Offeror’s proposal include full and complete responses to the section titled Nature of the Services Required and the section titled Technical Proposal Details?
☐ Yes ☐ No
4. Has an authorized representative of the Offeror signed the proposal and Minimum Evaluation Criteria where required?
☐ Yes ☐ No
5. Did the Offeror submit separate, sealed price and technical proposals as required by law and this RFP?
☐ Yes ☐ No
6. Has the Offeror provided at least three (3) references that demonstrate the lead personnel’s experience as required in Section VI?
☐ Yes ☐ No

7. Has the Offeror been in business for a minimum of five (5) years?
[] Yes [] No
8. Is the Offeror financially solvent (i.e., currently not bankrupt and currently not considering filing for bankruptcy protection)?
[] Yes [] No
9. Did the Offeror provide statement of disclosure, if needed, for failure to perform as described in the Offeror's Performance section?
[] Yes [] No

Signature

The Offeror's authorized representative shall sign on the line provided here, certifying that the responses provided by the Offeror to these Minimum Evaluation Criteria are provided without modification, qualification, or limit.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY

Signature

Date

Name

Title

Company Name

IX. Comparative Evaluation Criteria

Only proposals determined by the Official to meet all Minimum Evaluation Criteria, and to be otherwise legally responsible, shall be evaluated pursuant to the Comparative Evaluation Criteria below. An evaluation committee designated by the Official shall prepare written evaluations for each responsive proposal. The evaluation committee shall assign a rating of “highly advantageous,” “advantageous,” or “not advantageous” to each criterion.

The City will apply Comparative Evaluation Criteria in deciding which proposal to select from among those that meet the Minimum Evaluation Criteria. Ratings for each criterion will be assigned based on documentation provided by Offerors in response to information requested in the section Nature of Services Required and the section Required Content and Format of RFP and Technical Proposal Details and as otherwise described below. The purpose of information requested in this section is to assist the City in evaluating the Offeror’s overall qualifications, including its methodologies and previous experience.

Offeror’s Proposal

A rating of Highly Advantageous shall be assigned for this category to an Offeror whose proposal, in the judgment of the Evaluation Committee, is of excellent quality. Excellent quality shall be those proposals that contain highly detailed process descriptions which are clearly communicated and responsive to all RFP requirements and do not contain any ambiguous language for the reviewers.

A rating of Advantageous shall be assigned for this category to an Offeror whose proposal, in the judgment of the Evaluation Committee, is of good quality. Good quality shall be those proposals that contain detailed process descriptions which are clearly communicated and responsive to all RFP requirements but may require additional questions from the reviewers.

A rating of Not Advantageous shall be assigned for this category to an Offeror whose proposal, in the judgment of the Evaluation Committee, is of poor quality. Poor quality shall be those proposals that do not contain detailed process descriptions, are not clearly communicated, are not responsive to all RFP requirements or do not provide the reviewers with a clear statement of the scope of work to be performed and the methods used.

Implementation Plan

A rating of Highly Advantageous shall be assigned for this category to an Offeror whose proposal, as determined by the evaluation committee provides a comprehensive, knowledgeable plan reflecting industry best practices within the timetable listed while at the same time being sensitive to City of Boston issues for accomplishing scope of services, carried out by highly skilled lead personnel.

A rating of Advantageous shall be assigned for this category to an Offeror whose proposal, as determined by the evaluation committee provides a credible plan for accomplishing scope of services within the timetable listed while at the same time being sensitive to City of Boston issues for accomplishing scope of services, carried out by competently skilled lead personnel.

A rating of Not Advantageous shall be assigned for this category to an Offeror whose proposal, as determined by the evaluation committee provides an adequate but minimal service plan, carried out by appropriately skilled lead personnel.

Offeror Qualifications and Experience

A rating of Highly Advantageous shall be assigned for this category to an Offeror demonstrating more than five (5) years of verifiable experience in strategic health insurance consulting and experience drafting group health insurance RFPs for similar clients who have similar plan offerings to the City of Boston.

A rating of Advantageous shall be assigned for this category to an Offeror demonstrating more than three (3) and up to five (5) years of verifiable experience in strategic health insurance consulting and experience drafting group health insurance RFPs for similar clients who have similar plan offerings to the City of Boston.

A rating of Not Advantageous shall be assigned for this category to an Offeror demonstrating less than three (3) years of verifiable experience in strategic health insurance consulting and experience drafting group health insurance RFPs for similar clients who have similar plan offerings to the City of Boston.

Offeror References

Part I. Relevant Experience of Lead Personnel

References as requested will be rated on similarity of the client and health programs to City of Boston, and the similarity of the services provided to scope of this RFP. Ratings: “Exceptional” – 3 points, “Good” – 2 points, “Sufficient” – 1 point of “Unsatisfactory” – 0 points.

A rating of Highly Advantageous shall be assigned for this category to an Offeror whose ratings are “Sufficient” or above and whose points average 2.3 or above.

A rating of Advantageous shall be assigned for this category to an Offeror whose ratings are “Sufficient” or above and whose points average 1.6 to less than 2.3.

A rating of Not Advantageous shall be assigned for this category to an Offeror whose points average 1.0 to less than 1.6.

Part 2. Quality Performance of Lead Personnel

References as requested will be rated on quality ratings of: “Exceptional” – 3 points, “Good” – 2 points, “Sufficient” – 1 point of “Unsatisfactory” – 0 points.

A rating of Highly Advantageous shall be assigned for this category to an Offeror whose ratings are “Sufficient” or above and whose points average 2.3 or above.

A rating of Advantageous shall be assigned for this category to an Offeror whose ratings are “Sufficient” or above and whose points average 1.6 to less than 2.3.

A rating of Not Advantageous shall be assigned for this category to an Offeror whose ratings are “Sufficient” or above and whose points average 1.0 to less than 1.6.

Accessibility of Lead Personnel

A rating of Highly Advantageous shall be assigned for this category to an Offeror who is located within the Boston Metro Area and whose references rate accessibility as good or better.

A rating of Advantageous shall be assigned for this category to an Offeror who is located within a 2 hour drive of the City of Boston and whose references rate accessibility as good or better.

A rating of Not Advantageous shall be assigned for this category to an Offeror who is physically accessible to the City of Boston and whose references rate accessibility as sufficient or better.

Offeror Interviews

The City of Boston reserves the right to interview the Offerors of any and all responses to the RFP. If interviews are conducted the following ratings may be given:

A rating of Highly Advantageous shall be assigned for this category to an Offeror whose interview demonstrates a very strong of understanding of and commitment to the intent of the RFP and related needs of the City.

A rating of Advantageous shall be assigned for this category to an Offeror whose interview demonstrates a solid understanding of and commitment to the intent of the RFP and related needs of the City.

A rating of Not Advantageous shall be assigned for this category to an Offeror whose interview demonstrates an adequate but minimal level of understanding of and commitment to the intent of the RFP and related needs of the City.

APPENDICES

Instructions for Completing Contract Documents

Form CM06: Certificate of Authority (For Corporations Only)

Please complete the entire form and sign.

Form CM09: Contractor Certification

Section A has been completed describing the work to be performed. Please complete all other sections and sign on page 3.

Form CM10-11: Standard Contract

Please complete Contractor's Name and Address, FIN and sign the section indicated for Contractor.

Forms CM15A-C: CORI

Please complete and sign forms A and C.

Living Wage Forms

Only LW02 – Covered Vendors Living Wage Agreement and LW08 – Vendors Living Wage Affidavit are required to be returned with the RFP.



STANDARD CONTRACT DOCUMENT

CITY OF BOSTON

(FORM CM 10)

CONTRACT ID:

Contractor Legal Name: (and d/b/a):	City Department Name:
Contractor Address:	Department Head: Mailing Address:
Contractor Vendor ID:	Billing Address (if different):

ACCOUNT	FUND	DEPT ID	PROGRAM	CLASS	PROJECT	BUD REF	FUNCTION

Contract Details

Description/Scope of Services: (Attach supporting documentation)
--

Begin Date:

End Date:

Rate: \$

Not to Exceed Amount: \$

(Attach details of all rates, units, and charges)

Contract Signatures

AUDITING	CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS.	ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS.
IN THE AMOUNT OF \$		
	SIGNATURE	SIGNATURE
SIGNATURE	TITLE	DATE
DATE	DATE	

CITY OF BOSTON

STANDARD CONTRACT GENERAL CONDITIONS

ARTICLE 1 -- DEFINITION OF TERMS:

1.1 The following terms in these Contract Documents shall be construed as follows:

1.1.1 "City" shall mean the City of Boston, Massachusetts.

1.1.2 "Contract" and "Contract Documents" shall include, in the following hierarchy of document precedence, as applicable: the City's Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor's responses including Contractor Certifications and Applications, excluding any language stricken by City as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.

1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.

1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

ARTICLE 2 -- PERFORMANCE:

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 City is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from City.

ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:

3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

ARTICLE 4 -- TIME:

4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

ARTICLE 5 -- COMPENSATION:

5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the City in accordance with the specific terms and conditions of a Contract, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the City from all claims, liabilities or other obligations relating to the performance of a Contract.

5.4 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses, unless the Contract specifically provides otherwise, and all travel reimbursement shall be consistent with the City's Travel Policies and Procedures.

5.5 The Contractor shall furnish such information, estimate or vouchers relating to the goods or services or to documentation of labor or expenses as may be requested by the Official.

ARTICLE 6 -- RELATIONSHIP WITH THE CITY

6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the City specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the City. The City has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract.

6.3 All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the City Auditor. The City's Standard Contract Document and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, including contract forms, purchase orders, or invoices of the Contractor.

6.4 Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

7.2 The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all goods and deliverables, until possession, ownership and full legal title to the goods and deliverables are transferred to and accepted by the City.

7.3 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and assume the defense of the City, its officers, agents or employees, with counsel acceptable to City, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission of the Contractor, its agents, officers, employees, or subcontractors in any way connected with performance under this Contract.

ARTICLE 8 -- REMEDIES OF THE CITY:

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor refurnish services or provide substitute goods at no additional cost to the City until approved by the Official. If the Contractor shall fail to provide satisfactory goods or services, the Official, in the alternative, may make any reasonable purchase or Contract to purchase goods or services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. The City otherwise retains all rights and remedies at law or in equity.

8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.

8.3 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish goods or services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause as soon as practicable.

8.4 The City may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the City identifying the breach. This Contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The parties agree that if City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

ARTICLE 9 -- REMEDIES OF CONTRACTOR:

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

ARTICLE 10 -- PROHIBITION AGAINST ASSIGNMENT:

10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

ARTICLE 11 -- COMPLIANCE WITH LAWS AND PUBLIC POLICY:

11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

11.3 The Contractor shall where applicable take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law). The Contractor shall at all times maintain professional, liability, and other appropriate insurance as required by the solicitation or as otherwise required by City, but in no event less than the amount and type of insurance coverage sufficient to cover the performance.

11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, ex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

11.5 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any City officer, agent, or employee, nor shall the Contractor make gifts regarding this Contract or any other matter in which the City has a direct and substantial interest.

11.6 The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall defend, hold harmless, and indemnify the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14, as amended), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

ARTICLE 12 -- AVAILABLE APPROPRIATION:

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other City representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the City Auditor. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

13.1 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

ARTICLE 14 -- PUBLIC RECORDS AND ACCESS

14.1 The Contractor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

ARTICLE 15 -- STATE TAXATION CERTIFICATION:

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

(NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

ARTICLE 16 -- MONIES OWED TO THE CITY:

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Collector/Treasurer of the City of Boston may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector/Treasurer may apply any amount owing and payable to the Contractor to satisfy any monies owed to the City.

ARTICLE 17 -- BID COLLUSION:

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

ARTICLE 18 -- FORUM AND CHOICE OF LAW:

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Boston, Massachusetts which shall have exclusive jurisdiction thereof.

Approved as to form by Corporation Counsel July 2012

CERTIFICATE OF AUTHORITY
(For Corporations Only)

(Current Date)

At a meeting of the Directors of the _____
(Name of Corporation)
duly called and held at _____
(Location of Meeting)
on the _____ day of _____ 20_____ at which a quorum was present and acting,
it was VOTED, that _____
(Name)
the _____ of this corporation is hereby
(Position)
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation
a contract for _____
(Describe Service)

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record that said vote
has not been amended or repealed and is in full force and effect as of this date, and that

(Name)
is the duly elected _____ of this
(Position)
corporation.

Attest:

(Affix Corporate Seal Here)

(Clerk) (Secretary) of the Corporation

APPROVED AS TO FORM BY CORPORATION COUNSEL FEBRUARY, 1998
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

CITY OF BOSTON
CONTRACTOR CERTIFICATION

To the Official, acting in the name and on behalf of the City of Boston

- A. The undersigned agrees to furnish all labor and materials and to perform all work required for:

in accordance with the terms of the accompanying contract documents.

- B. The Contractor is a/an:

(Individual-Partnership-Corporation-Joint Venture-Trust)

1. If the Contractor is a Partnership, state name and address of all partners:

2. If the Contractor is a Corporation, state the following:

Corporation is incorporated in the State of: _____

President is _____

Treasurer is _____

Place of business is _____
(Street)

(City, State and Zip Code)

3. If the Contractor is a Joint Venture, state the name and business address of each person, firm or company that is party to the joint venture:

A copy of the joint venture agreement is on file at _____
and will be delivered to the Official on request.

4. If the Contractor is a Trust, state the name and address of all Trustees:

The trust document(s) are on file at: _____
and will be delivered to the Official on request.

5. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate required by General Laws, c.110, §5, was filed:

6. The Taxpayer Identification Number* of the contractor (the number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:

*If individual, use Social Security Number: _____

Contractor: _____

By: _____
(Sign Here)

Title: _____

Business Address: _____
(Street)

(City, State and Zip Code)

NOTE: This statement must bear the signature of the contractor.

If the Contractor is an individual doing business under a name other than his own name this statement must so state, giving the address of the individual.

If the Contractor is a partnership this statement must be signed by a general partner designated as such. If the Contractor is a corporation, trust or joint venture this statement must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.

**APPROVED AS TO FORM BY CORPORATION COUNSEL JULY 2012
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY**

(PUB JULY 2012)

CM FORM 15A

CORI COMPLIANCE

The City of Boston is subject to City of Boston Code, Chapter 4, section 7, which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of person with criminal backgrounds through the CORI system. Vendors entering into contracts with the City must affirm that their policies regarding CORI information are consistent with the standards set by the City of Boston.

CERTIFICATION

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of City of Boston Code, Chapter 4, section 7, as currently in effect. **All Vendors must check one of the three lines below.**

1. ☐ CORI checks are not performed on any Applicants.
2. ☐ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth on the attached CM Form 15B.
3. ☐ CORI checks are performed on some or all Applicants. The Vendor's CORI policy is not consistent with the standards set forth on the attached CM Form 15B (a copy of the Vendor's written CORI policy must accompany this form).

(Typed or printed name of person signing
quotation, bid or proposal)

Signature

(Name of Business)

NOTE:

The Awarding Authority may grant a waiver of CBC 4-7.3 under exigent circumstance on a contract by contract basis.

Instructions for Completing CM Form 15B:

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant.

A Vendor who checks Lines 2 certifies that the Vendor's CORI policy conforms to the standards set forth in CM Form 15B. A Vendor with a CORI policy that does NOT conform to the standards set forth on CM Form 15B must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver, as provided for in CBC 4-7.4.

For any waiver to be granted, a completed CM Form 15C must be completed by the awarding authority and attached hereto.

CM FORM 15B

CORI COMPLIANCE STANDARDS

By checking line 2 on the foregoing CM Form 15A, the Vendor affirms that its CORI-related policies, practices, and standards are consistent with the following standards:

1. The Vendor does not conduct a CORI check on an Applicant unless a CORI check is required by law or the Vendor has made a good faith determination that the relevant position is of such sensitivity that a CORI report is warranted.
2. The Vendor reviews the qualifications of an Applicant and determines that an Applicant is otherwise qualified for the relevant position before the Vendor conducts a CORI check. The Vendor does not conduct a CORI check for an Applicant that is not otherwise qualified for a relevant position.
3. If the Vendor has been authorized by the CHSB to receive CORI reports consisting solely of conviction and case-pending information and the CORI report received by the Vendor contains other information (i.e. cases disposed favorably for the Applicant such as Not Guilty, Dismissal) then the Vendor informs the Applicant and provides the Applicant with a copy of CHSB's information for the Applicant to pursue correction.
4. When the Vendor receives a proper CORI report of an Applicant that contains only the CORI information that the Vendor is authorized to receive and the Vendor is inclined to refuse, rescind, or revoke the offer of a position to an Applicant, then the Vendor complies with 803 CMR 6.11 by, including, but not limited to, notifying the Applicant of the potential adverse employment action, providing the Applicant with a photocopy of the CORI report received by the Vendor, informing the Applicant of the specific parts of the CORI report that concern the Vendor, providing an opportunity for the Applicant to discuss the CORI report with the Vendor including an opportunity for the Applicant to present information rebutting the accuracy and/or relevance of the CORI report, reviewing any information and documentation received from the Applicant, and documenting all steps taken to comply with 803 CMR 6.11.
5. The Vendor makes final employment-related decisions based on all of the information available to the Vendor, including the seriousness of the crime(s), the relevance of the crime(s), the age of the crime(s), and the occurrences in the life of the Applicant since the crime(s). If the final decision of the Vendor is adverse to the Applicant and results in the refusal, rescission, or revocation of a position with the Vendor then the Vendor promptly notifies the Applicant of the decision and the specific reasons therefor.



CORI COMPLIANCE WAIVER



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

COVERED VENDORS LIVING WAGE AGREEMENT

At the same time the City of Boston awards a Service Contract through a Bid, a Request for Proposal or an Unadvertised Contract, the Covered Vendor must complete this Form and submit it to the City, agreeing to the following conditions. In addition, any Subcontractor of the Covered Vendor shall complete this form and submit it to the City at the time the Subcontract is executed, also agreeing to the following conditions:

Part 1: Covered Vendor (or Subcontractor) Information:

Name of Vendor: _____

Local Contact Person: _____

Address _____
Street City Zip

Telephone #: _____ Fax #: _____

E-Mail: _____

Part 2: Name of the program or project under which the Contract or Subcontract is being awarded: _____

Part 3: Workforce Profile of Covered Employees paid by the Service Contract or Subcontract:

A. List all Covered Employees' job titles with wage ranges (Use additional sheets of paper if necessary): Identify number of employees in each wage range.

JOB TITLE	< \$13.76 p/h	\$13.76 p/h- \$15.00 p/h	\$15.01 p/h- \$20.00 p/h	> \$20.01 p/h

B. Total number of Covered Employees: _____

C. Number of Covered Employees who are Boston residents: _____

D. Number of Covered Employees who are minorities: _____

E. Number of Covered Employees who are women: _____

Part 4: Covered Vendor's Past Efforts and Future Goals *(Use additional sheets of paper if necessary in answering any of these questions):*

Describe your past efforts and future goals to hire low and moderate income Boston residents:

Describe your past efforts and future goals to train Covered Employees:

Describe the potential for advancement and raises for Covered Employees:

What is the net increase and decrease in number of jobs or number of jobs maintained by classification that will result from the awarding of the Service Contract:

Part 5: Service Contracts:

List all Service Subcontracts either awarded or that will be awarded to vendors with funds from the Service Contract:

<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>AMOUNT OF SUBCONTRACT</u>

NOTE: Any Covered Vendor awarded a Service Contract must notify the Contracting Department within three (3) working days of signing a Service Subcontract with a Vendor.

IMPORTANT: Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling, The Living Wage Administrator, The Living Wage Division of the Office Of Jobs And Community Services, telephone: (617) 918-5259 or your Contracting Department.

Part 6: The following statement must be completed and signed by an authorized owner, officer or manager of the Covered Vendor. The signature of an attorney representing the Covered Vendor is **not** sufficient:

I, (print or type) _____ (*Authorized Representative of the Covered Vendor*) on behalf of (print or type) _____ (*name of Covered Vendor*)

hereby state that the above-named, Covered Vendor is committed to pay all Covered Employees not less than the Living Wage, subject to adjustment each July 1, and to comply with the provisions of the Boston Jobs And Living Wage Ordinance.

I swear/affirm that the information which I am providing on behalf of Covered Vendor on this *Covered Vendor Agreement* is true and within my own personal knowledge. I understand that I am signing under the pains and penalties of perjury.

Signature

Date

Position with Covered Vendor



CITY OF BOSTON

JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

VENDORS LIVING WAGE AFFIDAVIT

Any for-profit or any not-for-profit Vendor who employs at least 25 full-time equivalents (FTE) who has been awarded a Service Contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs And Living Wage Ordinance which requires any such Vendors to pay at least the **Living Wage which is \$13.76 per hour** to any employee who directly expends his or her time on the services set out in the contract. All Subcontractors whose subcontracts are at least \$25,000 are also required to pay the Living Wage.

If you are bidding on or negotiating a Service Contract that meets the above criteria, you should submit this Affidavit prior to the awarding of the contract. If you believe that you are exempt from the Living Wage Ordinance, complete Section 4: Exemption from Living Wage Ordinance, or if you are requesting a General Waiver, please complete Section 5: General Waiver Reason(s).

WARNING: No Service Contract will be executed until this Affidavit is completed, signed and submitted to the Contracting Department

IMPORTANT: Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling or visiting, The Living Wage Administrator, The Living Wage Division of the Office Of Jobs And Community Services, telephone: (617) 918-5259, facsimile: (617) 918-5299, or your Contracting Department.

Part 1: VENDOR INFORMATION:

Name of Vendor: _____

Contact Person: _____

Address _____

Street City Zip

Telephone #: _____ Fax #: _____

E-Mail: _____

Part 2: CONTRACT INFORMATION:

Name of the program or project under which the Contract or Subcontract is being awarded:

Contracting Department:

Start Date of Contract: _____ End Date of Contract: _____

Length of Contract: ☐ 1 year ☐ 2 years ☐ 3 years ☐ Other: _____ (years)

PART 3: ADDITIONAL INFORMATION

Please answer the following questions regarding your company or organization:

1. Your company or organization is: *check one*:

☐ For Profit ☐ Not For Profit

2. Total number of "FTE" employees which you employ: _____

3. Total number of employees who will be assigned to work on the above-stated contract:

4. Do you anticipate hiring any additional employees to perform the work of the Service Contract?

☐ Yes ☐ No

If yes, how many additional F.T.E.s do you plan to hire? _____

PART 4: EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE

Any Vendor who qualifies may request an Exemption from the provisions of the Boston Jobs And Living Wage Ordinance by completing the following:

I hereby request an Exemption from the Boston Jobs And Living Wage Ordinance for the following reason(s): Attach any pertinent documents to this Application to prove that you are exempt from the Boston Jobs And Living Wage Ordinance. Please check the appropriate box(es) below:

☐ The construction contract awarded by the City of Boston is subject to the state prevailing wage law; and

☐ Assistance or contracts awarded to youth programs, provided that the contract is for stipends to youth in the program. "Youth Program" means any city, state, or federally funded program which employs youth, as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program; and

☐ Assistance or contracts awarded to work-study or cooperative educational programs, provided that the Assistance or contract is for stipends to students in the programs; and

☐ Assistance and contracts awarded to vendors who provide services to the City and are awarded to vendors who provide trainees a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City funded positions.

Please give a full statement describing in detail the reasons you are exempt from the Boston Jobs And Living Wage Ordinance (attach additional sheets if necessary):

PART 5. GENERAL WAIVER REASON(S)

I hereby request a General Waiver from the Boston Jobs And Living Wage Ordinance. The application of the Boston Jobs And Living Wage Ordinance to my (check one):

- ☐ Service Contract
☐ Subcontract

violates the following state or federal statutory, regulatory or constitutional provision or provisions.

State the specific state or federal statutory, regulatory or constitutional provision or provisions, which makes compliance with the Boston Jobs And Living Wage Ordinance unlawful:

GENERAL WAIVER ATTACHMENTS:

Please attach a copy of the conflicting statutory, regulatory or constitutional provisions that makes compliance with this ordinance unlawful.

Please give a full statement describing in detail the reasons the specific state or federal statutory, regulatory or constitutional provision or provisions makes compliance with the Boston Jobs And Living Wage Ordinance unlawful (attach additional sheets if necessary):

PART 6: VENDOR AFFIDAVIT:

I _____ a principal officer of the Covered Vendor certify and swear/affirm that the information provided on this **Vendors Living Wage Affidavit** is true and within my own personal knowledge and belief.

Signed under the pains and penalties of perjury.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____